

**AGREEMENT**  
between

**OAKCREST-ABSEGAMI EMPLOYEE ASSOCIATION**

and

**THE GREATER EGG HARBOR REGIONAL  
HIGH SCHOOL DISTRICT**

LIBRARY  
INSTITUTE OF MANAGEMENT  
SEP 1991  
RUTGERS UNIVERSITY

**JULY 1, 1991 - JUNE 30, 1994**



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THE GREATER EGG HARBOR REGIONAL HIGH SCHOOL DISTRICT

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## ARTICLE 1

### RECOGNITION

The Board of Education hereby recognizes the Oakcrest-Absegami Employee Association, hereinafter called Association, as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all personnel regularly employed by the Board including:

- Secretaries
- Secretary to Director of Curriculum and Instruction
- Computer Operator(s)
- Clerks
- Custodians
- Groundskeepers
- Maintenance Workers
- Cafeteria Personnel

But Excluding:

- Administrators
- Teachers and related professionally certified personnel
- Secretaries employed in the District Offices of  
Superintendent and Secretary-Business Administrator
- Secretary to Assistant Superintendent
- Transportation Coordinator
- Assistant Transportation Coordinator
- Cafeteria Director
- Headcook Managers
- Supervisor of Building and Grounds
- Technician(s)
- Attendance Officer

All reference to male shall also mean female employees.

## ARTICLE 2

### NEGOTIATION OF SUCCESSOR AGREEMENT

- A. Negotiations for a subsequent Agreement shall begin within the time frames dictated by P.E.R.C. and shall be in accordance with N.J. Public Law Chapter 123.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. The Board shall make available to the Association upon reasonable request all information which is in the public domain.

- C. In accordance with the mandates of Chapter 123, P.L. 1974, changes in terms and conditions of employment shall first be negotiated with the Association and any mutual modification shall be reduced to writing and signed by the Association and Board.
- D. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article 1 of this Agreement, with any organization other than the Association for the duration of this Agreement.
- E. This Agreement incorporates the entire understanding of the parties on all matters which are or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- F. If any member of the bargaining unit is required or permitted to be in attendance at a grievance or negotiation session which meets during working hours, there shall be no loss of pay suffered by the employee.

### ARTICLE 3

#### GRIEVANCE PROCEDURE

- A. A grievance shall be defined as a misinterpretation, application or violation of policies, agreements, and administrative decisions affecting the employees except that the term "grievance" shall not apply to any matter for which a method of review is prescribed by Law.
- B. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement and the Association has been given the opportunity to be present at such adjustment.
- C. Procedure  
Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

D. Level One:

A grievance to be initiated under the provisions of this Article, must be in writing and given to the appropriate supervisor within ten (10) working days after the grievant should have reasonably known of the event which occasioned the grievance. Such grievance may be initiated by an individual or by the Association.

E. Level Two:

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered with ten (10) working days after presentation of the grievance, he may file the grievance in writing with the Business Administrator.

F. Level Three:

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) working days after presentation of the grievance at this step, he may file the grievance with the Business Administrator for transmittal to the Board of Education within five (5) working days after receipt of the disposition of the grievance by the Business Administrator.

G. Level Four:

The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee and render a decision in writing within fifteen (15) working days after receipt of the grievance by the Business Administrator for transmittal. In all cases, the decision of the Board is final for disposition of the matter grieved except as follows:

1. If the Association is not satisfied with the disposition by the Board of Education, or if no disposition has been made within the time period in paragraph G. above, and if the grievance pertains to an expressed provision of this Agreement, the grievance may be submitted before an impartial arbitrator within ten (10) calendar days.
2. If the parties cannot agree on an arbitrator, then the selection shall be pursuant to the rules and regulations of the American Arbitration Association.
3. The arbitrator so selected shall have no power to alter, add to, or subtract from the terms of this Agreement.
4. It is understood that arbitration is limited to the "four (4) corners" of this Agreement, and the arbitrator is not to consider any past practice precedent. Decision of the arbitrator shall be binding.

5. Nothing in this Agreement is understood to prohibit any rule, regulation, directive, etc. from being promulgated by the Board unless it conflicts with the expressed provisions of this Agreement.
6. Acknowledging binding arbitration as resolution of grievances under this contract, there shall be no strike, slowdown or any other form of job action.
- H. Any party in interest may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present at all stages of the grievance procedure.
- I. No reprisals of any kind shall be taken by either party against any party in interest, any Association representative, or any others participating in the grievance procedure by reason of such participation.
- J. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board during and after such grievances and any effects thereof have been fully determined.
- K. Nothing herein precludes extension or truncation of the time-frames by mutual agreement.

#### ARTICLE 4

##### RIGHTS OF THE PARTIES

- A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations.
- B. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- C. Whenever any employee is required to appear before any administrator, Board or any committee thereof concerning suspension without pay, disciplinary investigation, or termination, then he shall be entitled to have a representative present to advise him during such disciplinary hearing.
- D. If an employee is to be suspended without pay, denied increment(s), or terminated, then the employee will be supplied written reason(s) for such action.

- E. Except as otherwise specified in this Agreement, the Association recognizes that the Board has the responsibility and authority to manage and direct on behalf of the public all of the operations and activities of the school district to the full extent authorized by law, and retains all rights not expressly set forth herein.
- F. All assignments covered by this contract will be determined by the District Office and/or its designee. Nothing herein precludes the Board's right to promulgate rules and regulations that do not conflict with the expressed provision of this Agreement or applicable State Law.
- G. No employee shall be suspended without pay or terminated without just cause.

## ARTICLE 5

### ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to make available to the Association, in response to reasonable requests, all available information in the public domain which may be necessary for the Association to process any grievance.
- B. Representatives of the Association shall be permitted to transact official Association Business on school property at all reasonable times, provided that it has been previously cleared by the District Secretary-Business Administrator.
- C. The Association shall have the right to use the Bulletin Boards located in the time-clock rooms, the transportation office, and other locations mutually agreed upon by the parties.
- D. The Association shall be granted the use of a meeting room at all reasonable hours provided there is not additional cost to the school district, and provided the facilities are not being utilized. Application for such usage shall be made to the building principal.
- E. The Association shall be allowed to schedule a maximum of two (2) meetings per year for a total of two (2) hours and involved employees shall be allowed to clock-in-and-out for participation. The Association, however, must notify the Board Secretary-Business Administrator in writing at least forty-eight (48) hours prior to such meetings. Employees shall also be required to make up the missed time.
- F. The Association shall be allowed to use school equipment when such is not in use, provided that written notification is given to the Board Secretary-Business Administrator at least twenty-four (24)

hours prior thereto, stating the Association's approved secretary/operator. The Association shall pay for supplies and shall also pay for repairs due to negligent use.

- G. Reasonable use of inter-school mail facilities shall be granted to the Association.
- H. The rights and privileges of the Association and its representatives as set forth in this section of the Agreement shall be granted only to the Association as the exclusive representative of the employees.

## ARTICLE 6

### DAILY WORK HOURS AND SCHEDULE FOR CUSTODIANS, GROUNDSKEEPERS, AND MAINTENANCE PERSONNEL

- A. The September to June work schedule is:
  - 1. The base work day shall not exceed eight (8) hours, including a designated thirty (30) minutes uninterrupted lunch period, except for overtime requirements.
    - First Shift - between 3:00 a. m. and 4:30 a. m.
    - Second Shift - between 12:00 p. m. and 1:30 p. m.
    - Third Shift - between 7:00 p. m. and 9:30 p. m.

Starting time of each shift shall be designated annually by the Board of Education not later than thirty (30) days prior to September 1 of each year.
  - 2. In addition to thirty (30) minutes uninterrupted lunch period, each such employee covered under this Agreement shall be entitled to a designated fifteen (15) minute coffee break. Said coffee break shall be taken as follows:
    - First Shift - between 12:00 a. m. and 1:30 a. m.
    - Second Shift - between 9:00 a. m. and 10:30 a. m.
    - Third Shift - between 5:00 p. m. and 6:30 p. m.
  - 3. Each work week shall consist of five (5) days except for bona fide Board approved holidays.
  - 4. Employees as defined in this Article shall be paid twenty-five cents (0.25) per hour night differential for each hour of work performed between 6 p. m. and 6 a. m. on top of base hourly rate (and overtime rate if any).

B. Summer Work Hours are:

1. The summer work schedule will begin on the first Monday immediately following the formal closing of school for students. Such work shall be day work subject to operational needs and/or mutual agreement.
2. The summer work day for all such employees covered under this contract shall consist of eight (8) hours including uninterrupted lunch period and coffee break as detailed in Paragraph A.1. and A.2. Starting time of the summer work day shall be designated by the Board of Education annually.
3. Each work week shall consist of five (5) days except for bona fide Board approved holidays.

C. Overtime shall be as follows:

1. All work performed in excess of any work week of forty (40) hours, including two and one-half (2-1/2) hours uninterrupted lunch period, shall be compensated at the rate of time and one-half. If compensatory time has been granted in lieu of payment, such time must be used within ninety (90) calendar days of crediting or shall be lost. Compensatory time shall not exceed forty (40) hours on any last day of a quarter (September 30, December 31, March 31 and June 30). The supervisor and Business Administrator must approve use of such leave in writing in advance.
2. All overtime work shall be determined by the Board Secretary-Business Administrator. Reasonable effort shall be made to equally distribute overtime to all members per shift.
3. If any work week shall include a bona fide school holiday, granted under Article XIII, or if an employee is absent due to personal leave granted under Article XIX, Paragraph B, of this Agreement: "Death in Immediate Family", then this day shall be counted as an eight (8) hour day for computation of overtime for the work week for that employee. In cases where multiple holidays or a holiday and personal leave occur within the same work week, only one such eight (8) hour day shall be counted in the work week for computation of said overtime. Any work performed on a bona fide school holiday referred to above, shall be compensated at time and one-half, regardless of the number of hours worked in that week.

D. All such employees shall be granted a maximum of ten (10) minutes prior to the end of the work shift in which to put away equipment and supplies and for the purpose of clean-up. Such period shall not be deducted from the work week calculation for overtime.

E. Any such employee who is called in to work at times other than his

regularly scheduled shift shall be paid for a minimum of two (2) hours at straight-time pay or for the time actually worked, whichever is greater. If appropriate, such pay shall be at an overtime rate. This minimum time provision shall not be applicable if the required time is contiguous to an employee's regular work schedule, and, therefore, less than two (2) hours may be appropriate.

## ARTICLE 7

### DAILY WORK HOURS AND SCHEDULE FOR CAFETERIA PERSONNEL

- A. The work day for all employees shall be scheduled by the Board. Employees scheduled for more than five (5) hours in a given day shall have a thirty (30) minute assigned lunch period as part of their work day. In addition to the assigned lunch period each employee scheduled under this contract for more than five (5) hours in a given day shall be entitled to a fifteen (15) minute assigned coffee break.
- B. All overtime work shall be in accordance with the following:
  - 1. All required work performed in any week is at a straight time rate, and all required work in excess of forty (40) hours shall be compensated at the rate, of time and one-half.
  - 2. All overtime shall be scheduled by the Board Secretary-Business Administrator. Reasonable effort shall be made to equally distribute overtime to all such unit members per shift.
  - 3. If any work week includes a bona fide school holiday, granted under Article 13, then the "normal" hours scheduled for that day in that week shall be creditable for overtime computation. If an employee is granted entitled leave for a death in immediate family, per Board Policy, then such time shall be counted as one "normal" work day for computation of weekly overtime. In cases where multiple holidays, or a holiday and leave for death in the family occur within the same work week, only one such "normal" work day shall be counted in the work week for computation of overtime. In addition, if any work is performed on a bona fide school holiday referred to above, then such time shall be paid at the rate of time and one-half regardless of the number of hours in that week.
  - 4. Cafeteria employees called back to work to provide additional services shall be paid a minimum of two (2) hours' pay at the normal hourly rate plus ten percent (10%).

- C. The Board will attempt to secure a substitute when a regularly schedule cafeteria employee is absent because of temporary absence, provided the work load is sufficient to warrant a substitute. Such determination resides solely with the Board.

## ARTICLE 8

### DAILY WORK HOURS AND SCHEDULE FOR SECRETARIAL PERSONNEL

- A. The normal work day for secretarial personnel is eight (8) hours including a thirty (30) minute lunch period and a scheduled fifteen (15) minute break period each morning and afternoon for a full work day.
- B. All work performed in excess of forty (40) hours in any week shall be compensated at the rate of time and one-half. If any work week includes a bona fide school holiday, granted under Article 13, then the "normal" hours scheduled for that day in that week shall be creditable for overtime computation. If an employee is granted entitled leave for a death in immediate family, per Board Policy, then such time shall be counted as one "normal" work day for computation of weekly overtime. In cases where multiple holidays, or a holiday and leave for death in the family occur within the same work week, only one such "normal" work day shall be counted in the work week for computation of overtime. In addition, if any work is performed on a bona fide school holiday referred to above, then such time shall be paid at the rate of time and one-half regardless of the number of hours in that week.
- C. All overtime worked shall be mutually agreed upon by the employee and immediate supervisor. In the event of an emergency, overtime assignment shall be made at the discretion of the Board Secretary-Business Administrator.
- D. If a secretary is required to work during a day when the total District is closed for the full day due to inclement weather or other emergency closing, compensatory time will be granted within ninety (90) working days at a time of mutual convenience of the parties involved.
- E. Secretary's holidays shall correspond to the school calendar during the school year. When students and teachers are not in attendance, secretaries shall not be required to be present. In addition, twelve (12) month clerical employees shall receive July 4th and Labor Day as holidays.
- F. Twelve (12) month clerical employees shall work a summer schedule of seven (7) hours commencing the first Monday following the close of the academic year until the first scheduled day for faculty to return for the following academic year.

- G. The administration shall make a reasonable attempt to secure a substitute for any secretarial employee who has been absent five (5) consecutive work days or more.

## ARTICLE 9

### NONDISCRIMINATION CLAUSE

The Board and the Association agree there shall be no discrimination, and that practices, procedures and policies of the School District shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of Association personnel, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.

## ARTICLE 10

### EMPLOYMENT PROCEDURES

- A. General Contract Provision for employment procedures are:

1. Placement on Salary Schedule:

Each employee shall be placed on his proper step of the salary schedule. Any employee employed prior to January 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

2. Resignation:

- a. An employee who is resigning from his position shall be required to give two weeks' (14 days) notice to the District Office.
- b. Earned vacation for twelve (12) month personnel shall be paid according to the proportion of full months worked to the total contract year, unless proper notice (14 days) has not been given.
- c. If the full two-week notice is not given, earned vacation shall be paid only in the same proportion as the amount of notice actually given. For this purpose ten (10) full working days shall be used in calculating the amount of notice given by the employee.

3. Notification:

Employees shall be notified of their contract status for the ensuing year as follows: by April 30 for custodial, secretarial and cafeteria employees.

4. Custodial, Cafeteria and Secretarial layoffs shall be district-wide and shall be by seniority per classification, i.e., last-in, first-out. Recall lists shall be maintained for one hundred twenty (120) calendar days. Recalls shall be by reverse procedure. Recalled employees shall have seniority rights and accumulated sick leave restored.
5. Employees shall not be required to transport students in their own vehicles. An employee may do so voluntarily, however, with the advance approval of his immediate supervisor.
6. Employees required to travel between buildings during the normal work day shall not forfeit pay and shall be reimbursed fifteen (15) cents per mile or as per adopted Board Policy, whichever shall be greater, for the use of his personal automobile.

ARTICLE 11

TRANSFERS/PROMOTIONS

- A. 1. Vacancies and/or new positions within the district shall be posted in all buildings and on all appropriate bulletin boards. A notice of the same shall be delivered to the President of the Association. All vacancies shall be posted for at least seven (7) calendar days before the application deadline for the position. Nothing herein shall interfere with the Board's right to make interim or permanent appointments.
2. Consideration for a vacancy or new position in the bargaining unit will be first given to applicants who are members of the classification of the department in which the vacancy occurs. In the event two (2) or more employees have the same relative qualifications, as solely determined by the employer, the employee with the greatest seniority shall be selected. If the position is not filled by an employee from the classification, consideration will be given to applicants from each lower classification within such department. In the event two (2) or more employees have the same relative qualifications, as determined solely by the employer, the employee with the greater departmental seniority shall be selected. If the position is not filled by any member of the department in which the vacancy occurs, equal consideration

will be given to all other applicants from the remaining departments. In the event two (2) or more employees have the same relative qualifications, as solely determined by the employer, the employee with the greater District seniority shall be selected. It is expressly understood that promotional positions and the position of Shift leader are excluded from the provisions herein. It is also expressly understood that no "bumping" shall result from any such appointments as provided for herein.

3. There shall be separate classification seniority, departmental seniority, and district wide seniority.

Seniority shall mean the length of continuous service within the classification, within the department, and within the district in the bargaining unit.

<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>
Building and Grounds	Maintenance Custodians-Groundskeepers
Secretarial	Secretary to Principal Data Processing and High School Secretary Clerk
Cafeteria	Cafeteria Worker

4. All extra-duty assignments shall be posted on a yearly basis and subject to A. 1. and A. 2.
- B. Notice of an involuntary transfer (i.e., either a change from school-to-school, change of shift assignment or a change in job assignment or a totally different assignment, i.e., cafeteria worker to secretary or custodian, etc.) shall be given to an employee as soon as practicable. If requested, a conference with the Board Secretary-Business Administrator will be provided prior to such transfer or if not feasible, within forty-eight (48) hours of becoming effective.
  - C. Promotional positions are defined as those on a nonbargaining unit level of responsibility. A notice of such new supervisory positions shall be posted on the bulletin boards stating the requirements for the promotional position and indicating the closing date for accepting applications. A notice of same shall also be delivered to the President of the Association. Employees who desire to apply, shall submit their application, in writing, to the Board Secretary-Business Administrator within the time limit specified in the notice. The Board retains sole right to determine promotions.

Newly hired or current employees newly appointed to a position shall be awarded the position with a ninety (90) day trial period. During this trial period it is the Board's sole prerogative to determine whether the said employee will be retained on a permanent basis. Nothing herein is understood to revise or circumvent tenure or statutory provisions.

## ARTICLE 12

### EMPLOYEE EVALUATION AND RECORDS

All monitoring or observations of the work performance of an employee shall be conducted openly by members of the Administrative Staff. The use of eavesdropping, public address, cameras, audio system, and similar surveillance devices shall not be permitted.

An employee shall be given a copy of any evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without the employee having an opportunity for a conference with the evaluator within fifteen (15) working days of the observation.

Any employee will be permitted to read and initial any letter of a negative or disciplinary nature which may be used to evaluate him prior to placing same in his personnel file. This signature in no way indicates agreement with the contents thereof. An employee may write a statement, not to exceed one typed page, expressing his point of view in regards to the above negative or disciplinary action, provided this statement is written and filed with the Secretary-Businesss Administrator within ten (10) working days after the employee was permitted to read and initial the original letter(s) of a negative or disciplinary nature.

The Board of Education shall establish only one (1) official personnel file for each employee.

## ARTICLE 13

### HOLIDAYS

All twelve (12) month custodians, groundskeepers and maintenance workers covered by this Agreement shall receive the following recognized Holidays with pay:

Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Day before Christmas  
Christmas Day  
Day after Christmas  
Day before New Years Day  
New Years Day  
Martin Luther Kings Day  
Presidents Day  
Good Friday  
Easter Monday  
Memorial Day

## ARTICLE 14

### VACATION

All twelve (12) month employees subject to this Agreement shall be entitled to paid vacation as follows:

- A. During the first year of employment, each employee shall receive one (1) vacation day per month of service up to a maximum of ten (10) days per year (employment on or before the 15th of a month shall constitute one month of service).
- B. After one and through five years of continuous service, each employee shall receive ten (10) vacation days.
- C. After six years of continuous service each employee shall receive fifteen (15) vacation days.
- D. All vacation schedules shall be subject to final approval by the Secretary-Board Administrator.
- E. Employees who change positions from ten (10) month to twelve (12) months shall receive credit for all ten (10) month service toward vacation entitlement. Employment must be without a break in service; only full months of service are creditable.

## ARTICLE 15

### SALARIES

- A. The salary of each employee covered by this Agreement is set forth in Schedules A, B, and C which are attached hereto and made a part of this Agreement.
- B.
  - 1. Each employee shall be paid every other Friday during the regular work year.
  - 2. If a payday falls on a holiday, then payment shall be made on the last scheduled work day prior to the holiday.
- C. All employees covered by this Agreement shall be placed on the proper step of the appropriate salary guide. If after advertising for new hires, the Board is unable to employ a satisfactory, acceptable candidate, the Board shall first notify the Association and thereafter employ up through step 6 of the appropriate salary guide.
- D. If a unit Secretary is assigned the task of substitute calling, said secretary shall receive a stipend of \$1,400.00 per year in addition to base payment. In addition, the Board shall assume the phone charges associated with such task.
- E. When a cafeteria employee is required by the Board of Education, or any agent thereof, to assume the duties of director, said employee shall receive an extra-duty stipend in the amount of \$12.00 per day.
- F. Each employee who is required to serve on jury duty shall receive the difference between their salary and the payment made as jury duty compensation, upon presentation of a certificate of attendance to the Secretary-Business Administrator and subject to the following provisions:
  - 1. Questionnaires concerning availability of each employee for jury duty shall be completed by the employee to state the preferential time to be during non-working periods as specified by the school district.
  - 2. Upon receipt of notification of jury duty, each employee shall request that such duty be postponed until non-working period and shall immediately advise the Business Administrator of such notification and response.

## ARTICLE 16

### BOARD'S RIGHTS CLAUSE

Except as otherwise specified in this Agreement, the Association recognizes that the Board has responsibility and authority to manage and direct in behalf of the public, all of the operations and activities of the school district to the full extent authorized by law.

It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievances and any effect thereof shall have been fully determined.

It is understood by all parties that under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted to it by law.

## ARTICLE 17

### UNIFORM ALLOWANCE

Whenever the Board of Education mandates a uniform to be worn on duty then the Board shall provide such uniform, which shall include tops and bottoms. Two (2) cafeteria employees shall meet with the cafeteria supervisor each year to discuss the quality of uniforms selected.

## ARTICLE 18

### SICK LEAVE

- A. Each employee shall be provided sick leave at the rate of one (1) day per month of employment which shall be accumulative from year to year without limit in accordance with N.J.S.A. 18A:30-1 et. seq. Beginning the second year of employment 10 month employees shall receive 10 days sick leave per year as of the first day of work in the year and 12 month employees shall receive 12 days sick leave per year as of July 1.
- B. Each employee shall be provided with written accounting of sick leave once each year.
- C. Upon retirement after at least fifteen (15) years of service in the district, an employee shall be compensated for all unused sick

leave at the following rates of pay and under the following conditions.

1. Employee must have at least fifty (50) days accumulated sick leave to be eligible for reimbursement.
2. Employee must give the Board written notice of intent to retire one year prior to the proposed retirement date. Failure to do so will delay payment for one full year.
3. Employees will be reimbursed up to a maximum of 160 days.
4. Rates of Pay:
  - a. Custodians, Secretaries and Security Employees  
\$15.00 per day - maximum \$2,400.00.
  - b. Cafeteria  
\$ 9.00 per day - maximum \$1,440.00.

## ARTICLE 19

### TEMPORARY LEAVES OF ABSENCE

Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.

#### A. Personal Leave

With the approval of the Secretary-Business Administrator, an employee may be granted, for personal reasons other than personal illness, two (2) days of absence from regularly scheduled duties within the annual school calendar as approved by the Board of Education. These two (2) days of absence, when approved, shall be granted without loss of salary.

Any days not utilized by an employee in any one contractual year, shall be converted to accumulated sick leave.

#### B. Death in Immediate Family

With the approval of the Secretary-Business Administrator, an employee may be granted days of absence, without loss of salary due to death in the staff member's immediate family.

The number of days of absence granted shall be determined by individual circumstances, and shall not be deducted from the two (2) days of personal leave as defined above.

Immediate Family shall be defined as the employee's:

1. Husband or Wife
2. Children
3. Father or Mother
4. Brother or Sister
5. Father-in-law or Mother-in-law
6. Grandparents

## ARTICLE 20

### EXTENDED LEAVES

#### A. Child Rearing Leave:

1. Pregnant employees who are medically disabled are entitled to sick leave utilization in accordance with N.J.S.A. 18A:30-1 et. seq.
2. An employee with a child less than three (3) months old may apply for and will be granted Child Rearing Leave of Absence without pay provided application is made at least sixty (60) days prior to commencement of such leave.
3. An employee who is granted Child Rearing Leave shall return to work at the start of the first pay period which is at least sixty (60) days after written notice of such return is provided by the employee to the Board.
4. Salary and benefits shall not be provided to the employee during Child Rearing Leave.
5. Child Rearing Leave time shall not be considered as experience time for salary purposes and the employee shall return to the District's employ on the salary guide in effect at the time of return.
6. For purposes of salary guide placement for the year subsequent to Child Rearing Leave, six (6) full months constitutes one year credit for 12 month employees, and five (5) full months constitutes one year credit for 10 month employees.

- B. An employee may apply for and be granted an unpaid extended leave of absence for good cause for one (1) year. The granting of such leave shall remain the sole prerogative of the Board.

## ARTICLE 21

### INSURANCE PROTECTION

- A. The Board will provide Blue Cross-UCR Coverage, Major Medical, Rider J. and \$3.00 Co-Pay Prescription, and family coverage where appropriate and applicable. The Board reserves the right to change insurance carriers provided the provisions of any new policies do not diminish employee benefits. The Blue Cross/Blue Shield Plan shall contain the Mandatory Second Surgical Opinion Option and the Pre-Admission Review option.
- B. If another bargaining unit in the Greater Egg Harbor Regional High School District is granted an improved health insurance benefit during the term of this contract, then the Board shall either grant the same benefit herein or reopen negotiations concerning such insurance benefit.
- C. The Board shall contribute \$340 per employee per contract year for dental insurance.

## ARTICLE 22

### MISCELLANEOUS PROVISIONS

- A. In accordance with Chapter 123 N.J.S.A., any changes in the terms and conditions of employment expressed herein shall first be negotiated with the Association as majority representative.
- B. Copies of this Agreement shall be printed at the expense of the Board. The Agreement shall be presented to all employees now employed, hereinafter employed, or considered for employment by the Board.
- C. Injuries:  
All employees shall immediately report to the District Office, all injuries no matter how slight, suffered by them in connection with their employment.
- D. Repeated lateness to work shall be grounds for dismissal.
- E. Employees must punch their own time cards upon arrival to work as well as upon leaving the building. In no case will a time card of an employee be punched by any other person. Failure to comply strictly with this procedure shall constitute grounds for dismissal.
- F. Payment of dues to employee organizations affiliated with this Association shall be made in accordance with N.J.S.A. 52:14-15-9e.

- G. Payroll deduction for an ABCO credit union shall be provided to bargaining unit members.
- H. If another bargaining unit in the Greater Egg Harbor Regional High School District is granted an agency shop provision by the Board, then the Board shall either reopen negotiations concerning the issue, or grant the provision with the same benefits to this bargaining unit. The Association shall "save harmless" the Board from any suit or other action arising out of such provision if and when granted, including but not limited to legal fees and/or representation fees.

### ARTICLE 23

#### LIAISON COMMITTEE

A maximum of two (2) Association representatives shall meet with the Business Administrator up to two (2) times during the year to review and discuss current problems, practices of mutual interest and the administration of this agreement. Such meeting shall take place within two (2) weeks of such request by either party.

ARTICLE 24

DURATION

This Agreement shall be effective July 1, 1991 and through June 30, 1994. The parties agree to reopen this contract on November 1, 1991 (or on a later date if mutually delayed by the parties) to negotiate over proposals regarding salary (Schedules A, B, C and Security and HVAC Mechanic, Mechanic and Painter); on Article 21, and on three (3) other Articles proposed by each side. Scattergrams shall be developed as of November 1, 1991 for each unit subgroup. The secretary scattergram shall be adjusted by two percent (2%) for July 1, 1992 prior to salary negotiations.

WITNESS

IN WITNESS THEREOF the parties hereto have caused this Agreement to be signed by their respective all on the day and year first above written.

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board Secretary/Business Administrator

\_\_\_\_\_  
Association President

SCHEDULE A  
CAFETERIA HOURLY RATES

1991 - 1992

	<u>Rate Per Hour</u>
Newly-employed	\$ 8.12
Currently-employed	\$ 8.77

SCHEDULE B

CUSTODIANS - GROUNDSKEEPERS  
MAINTENANCE

1991- 1992

<u>Custodians/ Groundskeepers</u>			<u>Maintenance</u>		
<u>90-91</u> <u>STEP</u>	<u>91-92</u> <u>STEP</u>	<u>Annual</u> <u>SALARY</u>	<u>90-91</u> <u>STEP</u>	<u>91-92</u> <u>STEP</u>	<u>Annual</u> <u>SALARY</u>
***	1	\$20,019	***	1	\$21,190
1	2	20,219	1	2	21,390
2	3	20,419	2	3	21,590
3	4	20,619	3	4	21,790
4	5	20,819	4	5	21,990
5	6	21,019	5	6	22,190
6	7	21,219	6	7	22,390
7	8	21,419	7	8	22,590
8	9	21,619	8	9	22,790
9	10	21,819	9	10	22,990
10	11	22,019	10	11	23,190
11	12	22,219	11	12	23,390
12	13	22,419	12	13	23,590
13	14	22,619	13	14	23,990
14	15	22,819	14	15	24,090
15	16	23,119	15	16	24,190
16	17	23,319	16	17	24,290
17	18	23,519	17	18	24,490
18	19	23,819	18	19	24,790
19	20	24,419	19	20	25,390
20	20	24,419			

Notes re Custodians:

1. Any custodian holding a valid fireman's license, assigned by the head custodian as fireman on duty for any shift, shall receive \$5.00 per diem in addition to his contractual salary.
2. Shift Leaders shall receive a stipend of \$1,000 per annum (if less than a full year, pro rata for each full month of such service).

Special Salaries

1991 - 1992

Painter	\$26,500
HVAC Mechanic	\$35,400
Mechanic	\$29,536
Courier	\$25,536
Off-Guide Custodian	\$23,500

SCHEDULE C  
SECRETARIAL EMPLOYEES

<u>Secretary to Principal</u>			<u>High School Secy./ Computer Operator</u>			<u>Clerk</u>		
<u>90-91 STEP</u>	<u>91-92 STEP</u>	<u>Annual SALARY</u>	<u>90-91 STEP</u>	<u>91-92 STEP</u>	<u>Annual SALARY</u>	<u>90-91 STEP</u>	<u>91-92 STEP</u>	<u>Annual SALARY</u>
***	1	\$18,135	***	1	\$17,735	***	1	\$17,354
1	2	18,435	1	2	18,035	1	2	17,654
2	3	18,735	2	3	18,335	2	3	17,954
3	4	19,035	3	4	18,635	3	4	18,254
4	5	19,335	4	5	18,935	4	5	18,554
5	6	19,635	5	6	19,235	5	6	18,854
6	7	19,935	6	7	19,535	6	7	19,154
7	8	20,235	7	8	19,835	7	8	19,454
8	9	20,535	8	9	20,135	8	9	19,754
9	10	20,835	9	10	20,435	9	10	20,054
10	11	21,135	10	11	20,735	10	11	20,354
11	12	21,435	11	12	21,035	11	12	20,654
12	13	21,735	12	13	21,335	12	13	20,954
13	14	22,035	13	14	21,635	13	14	21,254
14	15	22,335	14	15	21,935	14	15	21,554
15	16	22,635	15	16	22,235	15	16	21,854
16	17	22,935	16	17	22,535	16	17	22,154
17	18	23,535	17	18	23,135	17	18	22,754
18	18	23,535	18	18	23,135	18	18	22,754

NOTE:

Transfers from one clerical position to another shall be granted full credit for all steps on Guide held at time of transfer.

SCHEDULE D

SECURITY

1991 - 1992

<u>Inside Security</u>		<u>Outside Security</u>	
<u>90-91</u> <u>Salary</u>	<u>91-92</u> <u>Salary</u>	<u>90-91</u> <u>Rate</u>	<u>91-92</u> <u>Rate</u>
\$12,960	\$13,608	\$ 9.00	\$ 9.46
\$13,680	\$14,364	\$ 9.50	\$ 9.96